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EXECUTION COPY

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Dated as of May 17, 1996

by and between

AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of Ameritech Illinois

and

MFS INTELENET OF ILLINOIS, INC.

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INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 ("Agreement"), is effective as of the 17th day of May, 1996 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware Corporation with offices at 350 N. Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Illinois ("Ameritech") and MFS Intelenet of Illinois, Inc., ("MFS") a Delaware corporation with offices at 1 Tower Lane, 27th Floor, Oakbrook Terrace, Illinois 60181.

WHEREAS, the Parties want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services (as defined below) and Exchange Access (as defined below) to their respective Customers.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and Ameritech hereby agree as follows:

1.0 DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Schedule 1.0. Schedule 1.0 sets forth the definitions of such terms as of the date specified on such Schedule and neither Schedule 1.0 nor any revision, amendment or supplement thereof intended to reflect any revised or subsequent interpretation of any term that is set forth in the Act is intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 153(R)), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

1.3 "Affiliate" is As Defined in the Act.

1.4 "Agreement for Switched Access Meet Point Billing" means the Agreement for Switched Access Meet Point Billing dated as of March 13, 1996 by and between the Parties.

1.5 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.6 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.7 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.8 "Network Element Bona Fide Request" means the process described on Exhibit A that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

1.9 "BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

1.10 "Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling party.

1.11 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.12 "CCS" means one hundred (100) call seconds.

1.13 "CLASS Features" means certain CCIS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.14 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises"

of a Housing Party is limited to occupied structure or portion thereof in which such Housing Party has the exclusive right of occupancy. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

1.15 "Commission" or "ICC" means the Illinois Commerce Commission.

1.16 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

1.17 "Cross Connection" means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.18 "Customer" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

1.19 "Dialing Parity" is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity and Toll Dialing Parity. "Local Dialing Parity" means the ability of Telephone Exchange Service Customers of one LEC to place local calls to Telephone Exchange Service Customers of another LEC, without the use of any access code and with no unreasonable dialing delay. "Toll Dialing Parity" means the ability of Telephone Exchange Service Customers of a LEC to have their toll calls (inter or intraLata) routed to a toll carrier (intraLATA or interLATA) of their selection without dialing access codes or additional digits and with no unreasonable dialing delay.

1.20 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.21 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.22 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.23 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.24 "Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable,

non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.25 "Exchange Access" is As Defined in the Act.

1.26 "FCC" means the Federal Communications Commission.

1.27 "Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.28 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quartenary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octel ("3B1O").

1.29 "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

1.30 "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal.

1.31 "Interconnection" is As Described in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

1.32 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.33 "Interim Telecommunications Number Portability" or "INP" is As Described in the Act.

1.34 "InterLATA" is As Defined in the Act.

1.35 "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 kbps bearer channels and one 16 kbps data channel (2B+D).

1.36 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.37 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.38 "Local Traffic" means a call which is fifteen (15) miles or less as calculated by using the V&H coordinates of the originating NXX and the V&H coordinates of the terminating NXX, or as otherwise determined by the FCC or Commission for purposes of Reciprocal Compensation; provided, that in no event shall a Local Traffic call be less than fifteen (15) miles as so calculated.

1.39 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.40 "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

1.41 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.42 "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.43 "Meet-Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service as agreed to in the Agreement for Switched Access Meet Point Billing.

1.44 "Network Element" is As Defined in the Act.

1.45 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.46 "Number Portability" is As Defined in the Act.

1.47 "NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number.

1.48 "Party" means either Ameritech or MFS, and "Parties" means Ameritech and MFS.

1.49 "Port" means a termination on a Central Office Switch that permits Customers to send or receive Telecommunications over the public switched network, but does not include switch features or switching functionality.

1.50 "Rate Center" means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to

the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center. Rate Centers will be identical for each Party until such time as MFS is permitted by an appropriate regulatory body to create its own Rate Centers within an area.

1.51 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Telecommunications originating on one Party's network and terminating on the other Party's network.

1.52 "Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bell Communications Research, Inc. ("Bellcore") Practice BR 795-100-100 (the "Bellcore Practice"), the Routing Point (referred to as the "Rating Point" in such Bellcore Practice) may be an End Office Switch location, or a "LEC Consortium Point of Interconnection." Pursuant to such Bellcore Practice, each "LEC Consortium Point of Interconnection" shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

1.53 "Service Control Point" or "SCP" means a Signaling End Point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

1.54 "Signaling End Point" or "SEP" means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

1.55 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between SEPs. An STP transmits, receives and processes CCIS messages.

1.56 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access services.

1.57 "Synchronous Optical Network" or "SONET" means an optical interface standard

that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

1.58 "Technically Feasible Point" is As Described in the Act.

1.59 "Telecommunications" is As Defined in the Act.

1.60 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

1.61 "Telecommunications Carrier" is As Defined in the Act.

1.62 "Telecommunications Service" is As Defined in the Act.

1.63 "Telephone Exchange Service" is As Defined in the Act.

1.64 "Telephone Toll Service" is As Defined in the Act.

1.65 "Wire Center" means an occupied structure or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for Switched Exchange Access.

2.0 INTERPRETATION AND CONSTRUCTION.

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms defined in Schedule 1.0 are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Ameritech or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 IMPLEMENTATION SCHEDULE AND INTERCONNECTION ACTIVATION DATES.

Subject to the terms and conditions of this Agreement, Interconnection of the Parties' facilities and equipment pursuant to Section 4.0 for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic shall be established on or before the corresponding "Interconnection Activation Date" shown for each such LATA on Schedule 3.0. Schedule 3.0 may be revised and supplemented from time to time upon the mutual agreement of the Parties to reflect the Interconnection of additional LATAs pursuant to Section 4.5 by attaching one or more supplementary schedules to such schedule.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2).

4.1 Scope

Section 4.0 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Sections 5.0 and 6.0 prescribe the specific logical trunk groups (and traffic routing parameters) which will be configured over the physical connections described in this Section 4.0 related to the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic, respectively. Other trunk groups, as described in this Agreement, may be configured using this architecture.

4.2 Physical Architecture

In each LATA identified on Schedule 3.0, MFS and Ameritech shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system by which they shall Interconnect their networks for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251(c)(2) of the Act. Unless otherwise mutually agreed, this SONET transmission system shall be configured as illustrated in Exhibit B, and engineered, installed, and maintained as described in this Section 4.0 and in the Joint Grooming Plan (as defined in Section 8.1).

4.2.1 The Parties shall jointly determine and agree upon the specific Optical Line Terminating Multiplexor ("OLTM") equipment to be utilized at each end of the SONET transmission system. If the Parties cannot agree on the OLTM, the following decision criteria shall apply to the selection of the OLTM:

(a) First, the type of OLTM equipment utilized by both Parties within the LATA. Where more than one type of OLTM equipment is used in common by the Parties within the LATA, the Parties shall choose from among the common types of OLTM equipment according to the method described in subsection (c) below;

(b) Second, the type of OLTM equipment utilized by both Parties anywhere outside the LATA. Where more than one type of OLTM equipment is used in common by the Parties outside the LATA, the Parties shall choose from among the common types of OLTM equipment according to the method described in subsection (c) below; and

(c) Third, the Party first selecting the OLTM equipment shall be determined by lot and the choice to select such OLTM equipment shall thereafter alternate between the Parties.

4.2.2 Ameritech shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the Ameritech Interconnection Wire Center ("AIWC") identified for each LATA set forth on Schedule 3.0, in capacity sufficient to provision and

maintain all logical trunk groups prescribed by Sections 5.0 and 6.0.

4.2.3 MFS shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the MFS Interconnection Wire Center ("MIWC") identified for that LATA in Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Sections 5.0 and 6.0.

4.2.4 Ameritech shall designate a manhole or other suitable entry-way immediately outside the AIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable MFS to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the AIWC. MFS shall deliver and maintain such strands wholly at its own expense.

4.2.5 MFS shall designate a manhole or other suitable entry-way immediately outside the MIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable Ameritech to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the MIWC. Ameritech shall deliver and maintain such strands wholly at its own expense.

4.2.6 MFS shall pull the fiber optic strands from the MFS-designated manhole/entry-way into the MIWC and through appropriate internal conduits MFS utilizes for fiber optic facilities and shall connect the Ameritech strands to the OLTM equipment MFS has installed in the MIWC.

4.2.7 Ameritech shall pull the fiber optic strands from the Ameritech-designated manhole/entry-way into the AIWC and through appropriate internal conduits Ameritech utilizes for fiber optic facilities and shall connect the MFS strands to the OLTM equipment Ameritech has installed in the AIWC.

4.2.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through a point separate from that which the Party's own fiber exited.

4.2.9 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of the SONET transmission system as illustrated on Exhibit B.

4.3 Interim Alternative Physical Architecture

4.3.1 Either Party may unilaterally elect, by providing notice to the other Party not less than seventy-five (75) days in advance of an applicable Interconnection Activation Date, to interconnect on or before such Interconnection Activation Date via an electrical DS3 (or multiples thereof) interface instead of the SONET transmission system for an interim period (the "Interim Period") not to exceed one-hundred and eighty (180) days after the Interconnection Activation Date.

4.3.2 The Party which did not elect such alternative architecture shall have the option of specifying that such alternative architecture shall occur over a Collocation at either Party's premises in accordance with Section 12.0 or any other arrangement to which the Parties may agree.

4.3.3 During any Interim Period, specific logical trunk groups (and traffic routing parameters) will be configured over the alternate physical architecture for transmission and routing of Telephone Exchange Service traffic and for transmission and routing of Exchange Access traffic pursuant to Section 5.0 and Section 6.0, respectively.

4.3.4 During any Interim Period, neither Party shall charge the other Party for Collocation Cross Connection for trunk groups delivered via Collocation.

4.3.5 Unless otherwise mutually agreed, the Parties shall transition to a SONET transmission system for the applicable LATA pursuant to Section 4.2 no later than the last day of the Interim Period.

4.4 Technical Specifications

4.4.1 MFS and Ameritech shall work cooperatively to install and maintain a reliable network. MFS and Ameritech shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.4.2 MFS and Ameritech shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

4.4.3 The following list of publications describe the practices, procedures, specifications and interfaces generally utilized by Ameritech and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Electrical/Optical Interfaces:

(a) Bellcore Technical Publication TR-INS-000342; High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations; and

(b) Ameritech Technical Publication AM-TR-TMO-000072; Service Description and Interface Requirements for Ameritech's Optical Service.

4.5 Interconnection in Additional LATAs

4.5.1 If MFS determines to offer Telephone Exchange Services in any other LATA in which Ameritech also offers Telephone Exchange Services, MFS shall provide written notice to Ameritech of the need to establish Interconnection in such LATA pursuant to this

Agreement.

4.5.2 The notice provided in Section 4.5.1 shall include (i) the initial Routing Point MFS has designated in the new LATA; (ii) MFS' requested Interconnection Activation Date; and (iii) a non-binding forecast of MFS' trunking requirements.

4.5.3 Unless otherwise agreed by the Parties, the Parties shall designate the Wire Center MFS has identified as its initial Routing Point in the LATA as the MIWC in that LATA and shall designate the Ameritech Tandem Office Wire Center within the LATA nearest to the MIWC (as measured in airline miles utilizing the V&H coordinates method) as the AIWC in that LATA.

4.5.4 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is one-hundred and fifty (150) days after the date on which MFS delivered notice to Ameritech pursuant to Section 4.5.1. Within ten (10) business days of Ameritech's receipt of MFS' notice, Ameritech and MFS shall confirm the AIWC, the MIWC and the Interconnection Activation Date for the new LATA by attaching a supplementary schedule to Schedule 3.0.

5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

Section 5.0 prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections specified in Section 4.0 for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers and where such traffic is not presubscribed for carriage by a third party carrier.

5.2 Switching System Hierarchy

5.2.1 For purposes of this Section 5.0, each of the following Central Office Switches shall be designated as a "Primary Switch":

(a) Each Access Tandem Ameritech operates in the LATA;

(b) The initial switch MFS employs to provide Telephone Exchange Service in the LATA;

(c) Any Access Tandem MFS may establish for provision of Exchange Access in the LATA; and

(d) Any additional switch MFS may subsequently employ to provide Telephone Exchange Service in the LATA which MFS may at its sole option designate as a Primary Switch; provided that the total number of

MFS Primary Switches for a LATA may not exceed the total number of Ameritech's Primary Switches for that LATA. To the extent MFS chooses to designate any additional switch as a Primary Switch, it shall provide notice to Ameritech of such designation at least ninety (90) days in advance of the date on which MFS activates such switch as a Primary Switch.

5.2.2 Each Central Office Switch operated by the Parties which is not designated as a Primary Switch pursuant to Section 5.2.1 shall be designated as a "Secondary Switch".

5.2.3 For purposes of MFS routing traffic to Ameritech, sub-tending arrangements between Ameritech Primary Switches and Ameritech Secondary Switches shall be the same as the Access Tandem/End Office sub-tending arrangements which Ameritech maintains for those switches. For purposes of Ameritech routing traffic to MFS, subtending arrangements between MFS Primary Switches and MFS Secondary Switches shall be the same as the Access Tandem/End Office sub-tending arrangements which MFS maintains for those switches.

5.3 Trunk Group Architecture and Traffic Routing

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

5.3.1 The Parties shall initially configure a separate two-way trunk group as a direct transmission path between each MFS Primary Switch and each Ameritech Primary Switch.

5.3.2 Notwithstanding anything to the contrary in this Section 5.0, if the two-way traffic volumes between any two Central Office Switches (whether Primary-Primary, Primary-Secondary or Secondary-Secondary) at any time exceeds the CCS busy hour equivalent of one DS1, the Parties shall within sixty (60) days after such occurrence add trunks or establish new direct trunk groups consistent with the grades of service and quality parameters set forth in the Joint Grooming Plan; provided, however, nothing in this Section 5.3 shall require a Party to establish new direct trunk groups on or before the date which is one-hundred and twenty (120) days after the applicable Interconnection Activation Date; provided, however, that if such traffic volume is exceeded within such one-hundred and twenty (120) day period, such Party shall establish new direct trunk groups on the date which is the later of (i) sixty (60) days after such occurrence or (ii) one-hundred and twenty-one (121) days after the Interconnection Activation Date.

5.4 Interim Use of 1-Way Trunks

Either Party may unilaterally elect, by providing notice to the other Party not less than seventy-five (75) days in advance of an applicable Interconnection Activation Date, to employ 1-way trunk groups for an interim period (the "1-Way Trunk Period") not to exceed one-hundred and twenty (120) days after the Interconnection Activation Date; provided that the Parties shall transition all 1-way trunks established under this Section 5.4 to 2-way trunks on or before the last day of such 1-Way Trunk Period.

5.5 Signaling

5.5.1 Where available, CCIS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCIS signaling is unavailable, MF (Multi-Frequency) signaling shall be used by the Parties. Each Party shall charge the other Party equal and reciprocal rates for CCIS signaling in accordance with applicable tariffs. During the term of this Agreement neither Party shall charge the other Party additional usage-sensitive rates for SS7 queries made for Local Traffic.

5.5.2 The following list of publications describe the practices, procedures and specifications generally utilized by Ameritech for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling.

(b) Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications.

5.5.3 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCIS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCIS signaling parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

5.5.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

5.6 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Plan.

5.7 Measurement and Billing

5.7.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on each call carried over the Local/IntraLATA Trunks; provided that so long as the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of calls exchanged with CPN information.

5.7.2 Measurement of billing minutes shall be in actual conversation seconds.

5.8 Reciprocal Compensation Arrangements -- Section 251(b)(5).

5.8.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by Ameritech or MFS which a Telephone Exchange Service Customer originates on Ameritech's or MFS' network for termination on the other Party's network.

5.8.2 The Parties shall compensate each other for transport and termination of Local Traffic at the rates provided in the Pricing Schedule.

5.8.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.8.4 Each Party shall charge the other Party its effective tariffed IntraLATA FGD switched access rates for the transport and termination of all IntraLATA Toll Traffic.

5.8.5 Compensation for transport and termination of all traffic which has been subject to performance of INP by one Party for the other Party pursuant to Section 13.0 shall be as specified in Section 13.5

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2).

6.1 Scope of Traffic

Section 6.0 prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between MFS Telephone Exchange Service Customers and Interexchange Carriers.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to MFS' Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow MFS' Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to an Ameritech Access Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting an End Office Switch MFS utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an Access Tandem Switch Ameritech utilizes to provide

Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which Ameritech access Tandem(s) will be sub-tended by each MFS End Office Switch. Except as otherwise agreed by the Parties, Ameritech shall allow each MFS End Office Switch to subtend the access Tandem nearest to the Routing Point associated with the NXX codes assigned to that End Office Switch and shall not require that a single MFS End Office Switch subtend multiple access Tandems, even in those cases where such End Office Switch serves multiple Rate Centers.

6.3 Meet-Point Billing Arrangements

Meet-Point Billing arrangements between the Parties for jointly-provided Switched Exchange Access Services on Access Toll Connecting Trunks will be governed by the terms and conditions of the Agreement For Switched Access Meet Point Billing and shall be billed at each Party's applicable switched access rates.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

7.1.1 Each Party shall route Information Service Traffic which originates on its own network to the appropriate information services platform(s) connected to the other Party's network over the Local/IntraLATA Trunks.

7.1.2 The Party ("Originating Party") on whose network the Information Services Traffic originated shall provide an electronic file transfer or monthly magnetic tape containing recorded call detail information to the Party ("Terminating Party")to whose information platform the Information Services Traffic terminated.

7.1.3 The Terminating Party shall provide to the Originating Party via electronic file transfer or magnetic tape all necessary information to rate the Information Services Traffic to the Originating Party's Customers pursuant to the Terminating Party's agreements with each information provider.

7.1.4 The Originating Party shall bill and collect such information provider charges and remit the amounts collected to the Terminating Party less:

(a) The Information Services Billing and Collection fee set forth on the Pricing Schedule; and

(b) An uncollectibles reserve calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information provider; and

(c) Customer adjustments provided by the Originating Party.

The Originating Party shall provide to the Terminating Party sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. However, if the information provider disputes such adjustments and refuses to accept such adjustments, the Originating Party shall reimburse the Terminating Party for all such disputed adjustments. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider.

7.1.5 Nothing in this Agreement shall restrict either Party from offering to its Exchange Service Customers the ability to block the completion of Information Service Traffic.

7.2 BLV/BLVI Traffic

7.2.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.

7.2.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call and the applicable charge applies whether or not the called party releases the line.

7.2.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.

7.2.4 Each Party shall route BLV/BLVI Traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. Unless otherwise mutually agreed, the Parties shall configure BLV/BLVI trunks over the Interconnection architecture defined in Section 4.0, consistent with the Joint Grooming Plan. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth on the Pricing Schedule.

7.3 Transit Service

7.3.1 Although Ameritech believes it is not required to provide Transit Service under the Act, Ameritech agrees that it shall provide Transit Service to MFS on the terms and conditions set forth in this Section 7.3.

7.3.2 "Transit Service" means the delivery of certain traffic between MFS and a third party LEC by Ameritech over the Local/IntraLATA Trunks. The following traffic types will be delivered: (i) Local Traffic originated from MFS to such third party LEC and (ii)

IntraLATA Toll Traffic originated from such third party LEC and terminated to MFS where Ameritech carries such traffic pursuant to the Commission's primary toll carrier plan or other similar plan.

7.3.3 Subject to Section 7.3.4, the Parties shall compensate each other for Transit Service as follows:

(a) MFS shall pay Ameritech for Local Traffic MFS originates over the Transit Service at the rate specified in the Pricing Schedule plus any additional charges or costs such terminating third party LEC imposes or levies on Ameritech for the delivery or termination of such traffic, including any switched access charges; and

(b) Ameritech shall pay MFS for IntraLATA Toll Traffic terminated to MFS from such third party LEC (where Ameritech delivers such traffic pursuant to the Commission's primary toll carrier plan or other similar plan) at MFS' applicable switched access rates.

7.3.4 While the Parties agree that it is the responsibility of each third party LEC to enter into arrangements to deliver Local Traffic to MFS, they acknowledge that such arrangements are not currently in place and an interim arrangement is necessary to ensure traffic completion. Accordingly, until the earlier of (i) the date on which either Party has entered into an arrangement with such third party LEC to deliver Local Traffic to MFS and (ii) one-hundred and eighty (180) days after the Interconnection Activation Date, Ameritech will deliver and MFS will terminate Local Traffic originated from such third party LEC without charge to one another. If an arrangement is not entered into by the 180th day, either Party may block such Local Traffic.

7.3.5 Ameritech expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and billing functions. In all cases, MFS is responsible to follow the Exchange Message Record ("EMR") standard and exchange records with both Ameritech and the terminating LEC to facilitate the billing process to the originating network.

7.3.6 For purposes of this Section 7.3, Ameritech agrees that it shall make available to MFS, at MFS' sole option, any transiting arrangement Ameritech's offers to another LEC at the same rates, terms and conditions provided to such other LEC.

8.0 JOINT GROOMING PLAN AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR.

8.1 Joint Grooming Plan. On or before August 16, 1996, MFS and Ameritech shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,

(a) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Ameritech's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards;

(b) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including but not limited to standards and procedures for notification and discoveries of trunk disconnects;

(c) maintenance of the SONET transmission system;

(d) disaster recovery provision escalations; and

(e) such other matters as the Parties may agree.

8.2 Installation, Maintenance, Testing and Repair. Ameritech's standard intervals for Feature Group D Exchange Access Services will be used for Interconnection as specified in the Ameritech Dedicated and Switched Common Service Switched Access and Exchange Interval Guide, AM-TR-MKT-000066. MFS shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify Ameritech of its inability to do so and will negotiate such intervals in good faith.

9.0 UNBUNDLED ACCESS -- SECTION 251(c)(3)

9.1 Local Loop Transmission Types

Subject to Section 9.4, Ameritech shall allow MFS to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 9.1:

9.1.1 "2-Wire Analog Voice Grade Loops" or "Analog 2W" which support analog transmission of 300-3000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Analog 2W will be provided in accordance with the specifications, interfaces, and parameters described in Technical References AM TR-TMO-000122, Ameritech Unbundled Analog Loops;

9.1.2 "4-Wire Analog Voice Grade Loops" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface. Analog 4W will be provided in accordance with the specifications, interfaces, and parameters described in Technical References AM TR-TMO-000122, Ameritech Unbundled Analog Loops;

9.1.3 "2-Wire ISDN Digital Grade Links" or "BRI ISDN" which support digital

transmission of two 64 kbps bearer channels and one 16 kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards and conform to AM-TR-TMO-000123, Ameritech Unbundled Digital Loops (including ISDN).

9.1.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 kpbs digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the Ameritech Central Office frame. ADSL technology can only be deployed over Loops which extend less than 18 Kft. from Ameritech's Central Office. ADSL compatible Loops are only available where existing copper facilities can meet the ANSI T1.413-1995-007R2 specifications.

9.1.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the T1E1 Technical Report Number 28 specifications.

9.1.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the specifications.

9.1.7 Loops will be offered hereunder on the terms and conditions specified herein and on such other terms in applicable tariffs that are not inconsistent with the terms and conditions set forth herein and, at the rates set forth in the Pricing Schedule.

9.2 Port Types

Ameritech shall make available to MFS unbundled Ports in accordance with the terms and conditions of and at the rates specified in applicable state tariffs.

9.3 Private Lines and Special Access

Ameritech shall make available to MFS private lines and special access services in accordance with the terms and conditions of and at the rates specified in applicable tariffs.

9.4 Limitations on Unbundled Access

9.4.1 MFS may not cross-connect an Ameritech-provided Loop to an Ameritech-provided Port but instead shall purchase a network access line under applicable tariffs.

9.4.2 Ameritech shall only be required to make available Loops and Ports where such Loops and Ports are available.

9.4.3 MFS shall access Ameritech's unbundled Network Elements via Collocation in accordance with Section 12 at the Ameritech Wire Center where those elements exist and each Loop or Port shall be delivered to MFS' Collocation by means of a Cross Connection which in the case of Loops, is included in the rates set forth in the Pricing Schedule.

9.4.4 Ameritech shall provide MFS access to its unbundled Loops at each of Ameritech's Wire Centers. In addition, if MFS requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to MFS. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of MFS' request notify MFS of the lack of available facilities. MFS may then at its discretion make a Network Element Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). MFS may also make a Network Element Bona Fide Request for access to unbundled Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in Section 9.6 and the Performance Interval Dates and Performance Criteria set forth in Section 26.1 shall not apply to unbundled Loops provided under this Section 9.4.4.

9.4.5 If MFS orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be required and additional rates and charges shall apply as set forth on the Pricing Schedule.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

9.5 Availability of Other Network Elements on an Unbundled Basis

9.5.1 Ameritech shall, upon request of MFS, and to the extent technically feasible, provide to MFS access to its Network Elements for the provision of MFS' Telecommunications Service. Any request by MFS for access to an Ameritech Network Element that is not already available shall be treated as a Network Element Bona Fide Request. MFS shall provide Ameritech access to its Network Elements as mutually agreed by the Parties or as